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5 Attorneys for Defendants

6 UNITED STATES DISTRICT COURT
7 FOR THE DISTRICT OF NEVADA

8 STEVEN COXSON, et al.,

Case: 2:10-cv-00073-JCM-PAL

9 Plaintiffs,

10 vs.

11 BANK OF AMERICA HOME LOANS, a
12 wholly owned subsidiary of BANK OF
AMERICA N.A., a foreign corporation; BAC
HOME LOANS SERVICING, LP;
13 COUNTRYWIDE HOME LOANS, INC., a
14 foreign corporation; COUNTRYWIDE BANK,
N.A., a foreign corporation; COUNTRYWIDE
FINANCIAL CORP., a foreign corporation;
15 THE BANK OF NEW YORK MELLON f/k/a
16 THE BANK OF NEW YORK AS TRUSTEE
FOR THE CERTIFICATEHOLDERS
17 CWALT, INC. ALTERNATIVE LOAN
TRUST 2005-70CB MORTGAGE PASS
THROUGH CERTIFICATES, SERIES 2005-
18 70CB; et al.,

19 Defendants.

**JOINT STIPULATION TO DISMISS
WITH PREJUDICE AND ORDER**

21 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff Steven
22 Coxson ("Plaintiff") and Defendants, Bank of America Home Loans, BAC Home Loans
23 Servicing, LP, Countrywide Home Loans, Inc., Countrywide Bank, N.A., Countrywide
24 Financial Corp., and The Bank of New York Mellon ("Defendants"), stipulate that this
25 lawsuit be dismissed with prejudice, each party to bear their own attorneys' fees and
26 costs. Because this stipulation of dismissal is signed by all parties who have appeared in
27 this case, this stipulation is effective to dismiss the case without further action by the
28

1 Court. *See* Fed. R. Civ. P. 41(a)(1)(A)(ii) (dismissal is effective without a Court order
2 where it is signed by all parties who have appeared in a case).

3 In addition, several months ago the parties stipulated that during the pendency of
4 this litigation, Mr. Coxson would continue to make his mortgage payments every month
5 to the law firm representing him, Callister & Associates, LLC, in an interest bearing bank
6 account. (*See* Dkt. Nos. 17 & 23). Given the parties' desire to jointly dismiss this
7 lawsuit, with prejudice, those funds shall be released to Mr. Coxson, and Callister &
8 Associates has permission to close the bank account.

9 Dated this October 4, 2010.

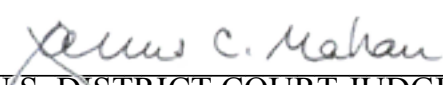
10 **LEWIS AND ROCA LLP**

CALLISTER & ASSOCIATES, LLC

11
12 /s/J. Christopher Jorgensen
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15
16
17 **IT IS SO ORDERED:**

18
19 
20 U.S. DISTRICT COURT JUDGE
DATED: _October 6, 2010

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document was served on counsel, listed below, on the 4th day of October 2010, through the court's electronic service system:

Matthew Q. Callister, Esq.
Brooke A. Bohlke, Esq.
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/s/Emma M. Vega
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